

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM415145

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BELNICK, LLC		02/02/2017	Limited Liability Company: GEORGIA
BELNICK RETAIL LLC		02/02/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Collateral Agent
Street Address:	225 W. Washington St., 21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5016519	FLASH FURNITURE F
Registration Number:	4858181	BIZCHAIR.COM
Registration Number:	4836020	RECLINERCITY
Registration Number:	4944239	DREAMWEAVER PERSONALIZED PRODUCTS
Registration Number:	4944240	DREAMWEAVER
Registration Number:	4398018	LEATHERSOFT SEATING
Registration Number:	4367874	BIZCHAIR.COM
Registration Number:	3859918	FLASH FURNITURE
Serial Number:	86644565	HERCULES
Serial Number:	86560382	HERCULES

CORRESPONDENCE DATA

Fax Number: 6175269899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

TRADEMARK

Address Line 1:	Proskauer Rose LLP
Address Line 2:	One International Place, 23rd Floor
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	55813 / 027
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	02/07/2017
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **February 2, 2017** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **CORTLAND CAPITAL MARKET SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of February 2, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Definitions. Capitalized terms used herein but not defined herein shall have the meanings giving to such terms in the Pledge and Security Agreement.

Section 2. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (in each case, excluding any Excluded Assets).

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but

all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Note Purchase Agreement, the provisions of the Pledge and Security Agreement or the Note Purchase Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BELNICK, LLC, as a Grantor

By: 
Name: Sean Belnick
Title: Chief Executive Officer

BELNICK RETAIL LLC, as a Grantor

By: 
Name: Sean Belnick
Title: Chief Executive Officer

**CORTLAND CAPITAL MARKET
SERVICES LLC, as Collateral Agent**

By: 

Name:

Polina Arsentyeva

Title:

Associate Counsel

**SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademark Registrations and Applications

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Grantor
1.	FLASH FURNITURE F (&Design)	86824734	11/18/2015	5016519	8/9/2016	Belnick, LLC
2.	HERCULES (&Design)	86644565	5/28/2015			Belnick, LLC
3.	BIZCHAIR.COM (&Design)	86560084	3/11/2015	4858181	11/24/2015	Belnick Retail, LLC
4.	RECLINERCITY	86560394	3/11/2015	4836020	10/20/2015	Belnick, LLC
5.	DREAMWEAVER PERSONALIZED PRODUCTS (&Design)	86560373	3/11/2015	4944239	4/26/2016	Belnick, LLC
6.	HERCULES	86560382	3/11/2015			Belnick, LLC
7.	DREAMWEAVER	86560390	3/11/2015	4944240	4/26/2016	Belnick, LLC
8.	LEATHERSOFT SEATING	85784995	11/21/2012	4398018	9/3/2013	Belnick, LLC
9.	BIZCHAIR.COM	85782451	11/19/2012	4367874	7/16/2013	Belnick Retail, LLC
10.	FLASH FURNITURE	77944608	2/25/2010	3859918	10/12/2010	Belnick, LLC